

Exhibit C

CONFIDENTIAL - E. PAVONY

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs.

BAY TEK ENTERTAINMENT, INC.,

Defendant.

BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim
Defendant.

) Case No.

) 1:20-cv-03395

CONFIDENTIAL

REMOTE VIDEO-RECORDED DEPOSITION OF ERIC PAVONY

June 13, 2022

Volume I

Reported by:

KATHY S. KLEPFER, RMR, RPR, CRR, CLR

JOB NO. 211444

1 CONFIDENTIAL - E. PAVONY

2 Ask a question.

3 MS. LEPERA: I've asked many questions
4 to which I'm not getting answers. And you
5 know what, Mr. Skibell, or whatever your
6 name is, at the end of the day, it is what
7 it is: He either did his job or he didn't.

8 MR. SKIBELL: Christine, we will not
9 tolerate --

10 MS. LEPERA: And obviously, that
11 applies to Mr. Wikman as well.

12 MR. SKIBELL: My name is Skibell.
13 Please use it. Don't be rude. Ask
14 questions.

15 MS. LEPERA: I'm going to call you
16 Reid.

17 Okay. Let's mark the next document.

18 (Pavony Exhibit 3, LinkedIn Page for
19 Eric Pavony, marked for identification, as
20 of this date.)

21 BY MS. LEPERA:

22 Q. This is your LinkedIn page, I believe,
23 Mr. Pavony.

24 Is it complete and fully accurate as
25 to your history, both educational and background

1 CONFIDENTIAL - E. PAVONY

2 and how things -- how we were -- how we were
3 going about events.

4 I really don't recall. That would
5 be -- that would be hard for me to remember.

6 Ten years ago, how many events we did ten years
7 ago, how many events we did nine years ago, how
8 many events we did eight years ago, I can't come
9 up with numbers for that.

10 Q. I don't expect you to guess. I expect
11 you to give me an educated estimate.

12 This was your project, correct?

13 MR. SKIBELL: Objection to form.
14 Relevance.

15 There's about three
16 questions/statements built in there.

17 MS. LEPERA: Now you're doing a
18 speaking objection.

19 MR. SKIBELL: I want to you ask a
20 question that's intelligible and not put
21 three things together so he can answer --

22 MS. LEPERA: He's told me all day
23 long, and I've had it from the best of them,
24 and you're not.

25 BY MS. LEPERA:

1 CONFIDENTIAL - E. PAVONY

2 going direct you not to answer.

3 MS. LEPERA: Now you're coaching the
4 witness to tell him it is privileged
5 communication that it's based on the answer,
6 and that's not appropriate. You can simply
7 ask him whether or not there's going to be a
8 violation of any privilege, without telling
9 him that there is one.

10 MR. SKIBELL: I am directing him not
11 to answer.

12 MS. LEPERA: With respect to the legal
13 strategy of this case, seriously?

14 MR. SKIBELL: I'm going to direct him
15 not to answer to the extent the question
16 would reveal our legal strategy in the case,
17 Christine.

18 MS. LEPERA: That's not what you said,
19 but okay. You know, the rules don't apply
20 to you.

21 BY MS. LEPERA:

22 Q. But go ahead, Mr. Pavony.

23 MR. SKIBELL: Christine, please stop
24 with the nasty asides.

25 MS. LEPERA: The rules don't apply to

1 CONFIDENTIAL - E. PAVONY

2 MS. LEPERA: Wait. Wait. Wait. I
3 said coaching. I said you're coaching.

4 Do you know the difference between
5 saying you can't coach a witness and telling
6 someone they have a nasty reputation? Do
7 you know that difference? Because I don't
8 think you do, but I guess I'm going to have
9 to educate you.

10 MR. SKIBELL: I'm not playing this
11 game.

12 Eric, you are --

13 MS. LEPERA: Apparently you are.

14 MR. SKIBELL: I'm directing you not to
15 answer to the extent it would reveal
16 communications about our legal strategy in
17 this case. If you can answer
18 notwithstanding that, you can answer the
19 question.

20 THE WITNESS: I am going to need the
21 question repeated because I -- I have
22 forgotten it since.

23 BY MS. LEPERA:

24 Q. Is there any reason why you did not --
25 or, Full Circle, I should say, did not admit

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
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FULL CIRCLE UNITED, LLC,
Plaintiff,
-vs- Case No. 1:20-cv-03395
BAY TEK ENTERTAINMENT, INC.,
Defendant.
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BAY TEK ENTERTAINMENT, INC.,
Counterclaim Plaintiff,
-vs-
FULL CIRCLE UNITED, LLC,
Counterclaim Defendant,
-and-
ERIC PAVONY,
Additional Counterclaim
Defendant.
=

Remote Videotaped Deposition of:

GAETAN PHILLIPON
CONFIDENTIAL
Neenah, Wisconsin
March 10, 2022
Reporter: Jessica Bolanos

1 That's not a question. He's already answered
2 his question -- the question, that he didn't
3 know of any others, period. So now you want
4 to sit here and -- and harass him because he
5 didn't and he should have? That's not
6 appropriate deposition questioning.

7 MS. CASADONTE: The record is --

8 MS. LEPERA: It's harassment. You
9 should have learned of more because you're
10 supposed to be doing your job? I mean,
11 that's what you're doing. I -- okay. You
12 want to make arguments, go ahead. Ask him
13 facts, ask him questions. This is a
14 deposition to learn facts. Learn the facts.
15 You've already understood that fact. You
16 learned that fact hours ago.

17 Q I'm going to reveal what's been marked as
18 Exhibit 31.

19 MS. LEPERA: Okay.

20 Q Please let me know when you can see the document
21 on your screen.

22 MS. LEPERA: Do you still have the
23 link up, Gaetan?

24 THE WITNESS: I do.

25 MS. LEPERA: Okay. Hold on. 9,000

1 8.5, you're asking him?

2 MS. CASADONTE: Yes.

3 Paragraph 8 --

4 MS. LEPERA: Okay. Okay. In its
5 entirety?

6 Q Without reading -- without reading paragraph 8,
7 sitting here today, do you have any recollection
8 of what the royalty rights, if any, provided under
9 the license agreement to SBI are?

10 MS. LEPERA: Wait a second. You
11 asked the document -- you asked the
12 witness -- are you withdrawing the prior
13 question completely?

14 MS. CASADONTE: Yes. He probably
15 forgot it, Ms. Lepera, because there's been
16 so much discourse. So I'm --

17 MS. LEPERA: No, you asked him to
18 review paragraph 8, and you asked him if he
19 recalls reviewing paragraph 8 back in the
20 day, and he was reading it to answer your
21 question.

22 MS. CASADONTE: The common --

23 MS. LEPERA: Are you withdrawing
24 that question and now you're asking another
25 question; is that right? Asking him to now

1 sit here, not look at the document, and tell
2 you whether he remembers the royalty
3 provision from eight or from something? I'm
4 just trying to -- you see what you're doing?

5 MS. CASADONTE: Do you see what
6 you're doing?

7 MS. LEPERA: Yeah. I'm training,
8 because obviously you haven't had any.

9 MS. CASADONTE: I don't need this.
10 Thanks.

11 MS. LEPERA: If you're going to
12 withdraw a question, withdraw it so the
13 witness knows. All right? So we're all
14 trying to, you know, follow you from the last
15 question.

16 In so paragraph 8, she's not asking you
17 about that anymore. I believe her last
18 question is: Do you remember the royalty
19 provision separate and apart from the
20 document? I think that's what she's trying
21 to ask you.

22 MS. CASADONTE: That's my question.
23 I'll withdraw the prior question.

24 MS. LEPERA: Thank you.

25 MS. CASADONTE: Because it was

1 occurred on February 23, 2016, that was
2 confidential at the time --

3 MS. LEPERA: To whom? To whom?

4 MS. CASADONTE: As far as -- as far
5 as he understood it.

6 MS. LEPERA: So that means whether
7 these people want their picture to be
8 disclosed publicly? Is that part of it? You
9 can ask him that.

10 MS. CASADONTE: I'm not referring
11 to the document. I'm not referring to the
12 document.

13 MS. LEPERA: Yes, you are. Stop
14 playing games. Stop playing games.

15 MS. CASADONTE: I'm not.

16 MS. LEPERA: This doesn't become
17 you, I'll tell you that much.

18 MS. CASADONTE: I'm not a game
19 player.

20 MS. LEPERA: It's so transparent,
21 and it is a total game and a total waste of
22 time.

23 Q Can you just answer the question, please?

24 MS. LEPERA: No. Get a ruling.
25 Get a ruling on the document. Go ahead.

1 communications with Full Circle that you can
2 recall prior to April 2016 between lanes
3 manufactured under the license agreement and any
4 other agreement of any type to manufacture lanes?

5 MS. LEPERA: Objection to form. I
6 don't know what you're talking about, "any
7 other agreement to manufacture lanes." Did
8 they make any other distinction?

9 MS. CASADONTE: Ms. Lepera, you're
10 using all of my time.

11 MS. LEPERA: I don't know. I don't
12 know. Yeah, well, you -- because you've not
13 answered -- asking -- you're not looking for
14 facts.

15 MS. CASADONTE: Yes, I am.

16 MS. LEPERA: You're looking for
17 arguments, and you're looking to distort
18 things, and you're doing it in a way that's
19 not in good faith, period.

20 MS. CASADONTE: That is not fair to
21 say. Just because you place something on the
22 record does not make it true, Ms. Lepera, and
23 I really --

24 MS. LEPERA: The witness told you
25 himself that you were basically tangling two

1 things together. Came from his mouth. So if
2 that doesn't clarify for you that this was
3 not in good faith --

4 MS. CASADONTE: I'm asking --

5 MS. LEPERA: -- I don't know what
6 else does.

7 MS. CASADONTE: -- if there was any
8 consent to make them lanes of any type.
9 That's it. That's it.

10 MS. LEPERA: No, no. Now you asked
11 an entirely different question.

12 Q I believe the question on the table concerned
13 whether there were any communications that you can
14 recall between Bay Tek and Full Circle that made a
15 distinction between Bay Tek manufacturing lanes
16 for Full Circle under the license agreement and
17 any other type of agreement, if any?

18 MS. LEPERA: You can answer that
19 question.

20 A Can I?

21 MS. LEPERA: If you understand it.
22 I always caveat that.

23 THE WITNESS: Yeah.

24 MS. LEPERA: It's pretty
25 convoluted, but you can answer it if you can.

1 notification that the claim's not viable. I
2 think you know that there very well has been
3 much notification. If you want to ask him if
4 he ever notified anybody, I've got no problem
5 with that.

6 Q Can you answer the question, if you can answer the
7 question, Mr. Phillipon? Do you understand the
8 question?

9 MS. LEPERA: (Unreportable
10 crosstalk).

11 Q If you do understand the question, can you please
12 answer it?

13 MS. LEPERA: I'm sure he doesn't
14 have a clue what the question is at this
15 point.

16 MS. CASADONTE: Well, you've made
17 it so confusing by --

18 MS. LEPERA: No, you just -- you
19 just want to be operating in bad faith, and
20 that's what's going on here.

21 MS. CASADONTE: That's not --
22 that's not at all what's going on here.

23 MS. LEPERA: Then ask him whether
24 he communicated or heard anybody communicate
25 -- you go through this long, dancy question,

1 you know, that makes absolutely no sense, and
2 you don't want to -- you know, want to fix
3 it. So what can I do? Ask it again.

4 MS. CASADONTE: I have a question
5 pending.

6 MS. LEPERA: Can I have the court
7 reporter read it back? That's the procedure.

8 THE REPORTER: Let me get back to
9 it.

10 (Page 313, Lines 12-16 read back.)

11 MS. LEPERA: I don't think that's
12 the question she wanted answered.

13 THE REPORTER: Okay. I'll go back
14 further. Give me a sec.

15 Q Here's the thing, Mr. Phillipon. I think you know
16 what I mean. I think you know exactly what I
17 mean. What I'm trying to figure out when, if
18 ever, anyone from Bay Tek had communications with
19 Full Circle about this issue that they purportedly
20 have with Full Circle's claim that you identified
21 here in April 2016.

22 MS. LEPERA: Is that a speech or a
23 question? What's -- don't give speeches.
24 Ask a very simple question.

25 MS. CASADONTE: I'm almost out of

1 time.

2 Q If you understand the question, answer it. If you
3 don't --

4 MS. LEPERA: That's not -- let her
5 read back the first question then.

6 MS. CASADONTE: I'm almost out of
7 time.

8 MS. LEPERA: The one you just did
9 was even worse.

10 Q If you understand the question, answer.

11 MS. LEPERA: It's all right. I'll
12 give you the extra -- go ahead. Just let her
13 read it back.

14 (Page 312, Lines 2 through 8 read
15 back.)

16 A My answer is I don't know.

17 Q Okay. You see here on the third bullet point, it
18 says, based on the biz case, we are leaning
19 towards saying yes to 20 to 25 pieces built via
20 our Stage Four process." Do you know what you
21 mean by in April 2016 by "Stage Four process"?

22 A Taking it to the prototype phase.

23 Q And do you know what you meant here by "biz case"?

24 A The biz case is laid out in the "blue sky biz
25 case" in the next bullet.

EXAMINATION

BY MS. LEPERA:

Q Okay. Mr. Phillipon, just a few follow-up questions very briefly. Do you have any training as a lawyer?

A I do not.

Q Do you have any training in interpreting legal provisions in written contracts?

A I do not.

Q Did you have any conversations with Joe Sladek as to any of the meaning of the terms of either the license agreement or the settlement agreement?

A I did not.

Q Did you have any role in negotiating any of those provisions that were entered into between SBI and Full Circle, either the license agreement or the settlement agreement?

A I did not.

MS. LEPERA: Okay. No further questions.

MS. CASADONTE: Thanks for your time.

MS. LEPERA: Go for child care. Christina, withdrawn, don't strike. Don't ask "possible" and don't ask "what do you

1 mean." Otherwise, did a great job.

2 THE VIDEOGRAPHER: We're going off
3 the record at 5:31 p.m., and this concludes
4 today's testimony given by
5 Gaetan J. Phillipon.

6 (Adjourning at 5:32 p.m.)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs.

Case No.

1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,

Defendant.

CONFIDENTIAL

BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim
Defendant.

CONFIDENTIAL

VIRTUAL VIDEO-RECORDED DEPOSITION OF:
LARRY TREANKLER

TAKEN AT: The Witness's Residence

LOCATED AT: 6747 Kawula Lane

Sobieski, Wisconsin

July 12, 2022

9:24 a.m. to 7:12 p.m.

REPORTED BY: VICKY L. ST. GEORGE, RMR.

JOB NO. 5304329

1 THE WITNESS: No, not to my knowledge.

2 MS. CASADONTE-ASPSTOLOU: Okay.

3 BY MS. CASADONTE-ASPSTOLOU:

4 Q. Was there any obligation -- did you basically have
5 any obligation in 2017 to make games -- Strike that.
6 Strike that.

7 Was there any problem with Full Circle's
8 concept of having NSBL lanes integrated with software
9 that enabled cashless payment to play the lane?

10 MS. LEPERA: Object to the form of the
11 question. Was there any problem with it? Meaning
12 did it violate a contract or -- I don't understand
13 the question.

14 MS. CASADONTE-ASPSTOLOU: You're
15 instructing the witness --

16 MS. LEPERA: Wait, wait, wait, wait, wait.
17 Wait. Was there any problem with that activity.

18 MS. CASADONTE-ASPSTOLOU: Yeah, yeah.

19 MS. LEPERA: Problem for who? Problem for
20 who?

21 MS. CASADONTE-ASPSTOLOU: I'm asking Mr.
22 Treankler. I'm asking Mr. Treankler. If he doesn't
23 understand it, he's free to tell me he doesn't
24 understand the question. But you keep interrupting
25 and telling -- and directing him not to --

1 MS. LEPERA: You ask the most problematic
2 let's use the word, questions. Is there a problem
3 in doing something meaning --

4 MS. CASADONTE-ASPSTOLOU: Okay.

5 MS. LEPERA: Under what scenario, money?
6 Contracts? I don't know what --

7 MS. CASADONTE-ASPSTOLOU: Is there any
8 problem --

9 BY MS. CASADONTE-ASPSTOLOU:

10 Q. Was that component of the NSBL a problem for you, Mr.
11 Treankler?

12 MS. LEPERA: Personally?

13 MS. CASADONTE-ASPSTOLOU: Seriously, Ms.
14 Lepera? This is why we don't get -- you refuse to--

15 MS. LEPERA: You just don't even
16 understand the reason I'm --

17 MS. CASADONTE-ASPSTOLOU: Mr. Treanker, if
18 you don't understand any of my questions at any
19 time, say you don't understand it rather than, you
20 know, having Ms. Lepera have a soliloquy.

21 MS. LEPERA: Fine, because you're never
22 going to learn how to ask a question. Go ahead, Mr.
23 Treankler.

24 THE WITNESS: I need you to ask the
25 question again.

1 MS. LEPERA: Objection to form,
2 hypothetical, speculative, problem with whom?
3 Legal, a legal lawsuit from someone? Is that your
4 question?

5 THE WITNESS: It would not have been a
6 problem to build 100 games without credit card
7 readers.

8 BY MS. CASADONTE-ASPSTOLOU:

9 Q. Would it have been a problem for Bay Tek to build 500
10 games without credit card readers?

11 MS. LEPERA: Again, this is speculative.
12 There is no obligation to do any of this.

13 MS. CASADONTE-ASPSTOLOU: He said there
14 was an obligation.

15 MS. LEPERA: He did?

16 MS. CASADONTE-ASPSTOLOU: An agreement.
17 There is an agreement, right, Mr. Treankler?

18 BY MS. CASADONTE-ASPSTOLOU:

19 Q. Bay Tek agreed, it was one of the manufacturers that
20 agreed to a standard of wiring harness for credit
21 card readers, right?

22 MS. LEPERA: No, no, no, you understand
23 me, Ms. Casadonte.

24 MS. CASADONTE-ASPSTOLOU: You're
25 testifying --

1 MS. LEPERA: Your question was whether or
2 not it was a problem for him to have built all these
3 multiple lanes for Full Circle and get himself into
4 some sort of hot water with someone.

5 MS. CASADONTE-ASPSTOLOU: No, you're
6 testifying for your witness, Ms. Lepera.

7 MS. LEPERA: I'm not testifying. I'm
8 trying to clarify your question.

9 MS. CASADONTE-ASPSTOLOU: His face is
10 telling me that he has something to say and you just
11 keep interrupting.

12 MS. LEPERA: You just want to harass this
13 witness, don't you?

14 MS. CASADONTE-ASPSTOLOU: I tried to --

15 MS. LEPERA: You want to harass this
16 man --

17 MS. CASADONTE-ASPSTOLOU: I had a
18 question --

19 MS. LEPERA: -- in good faith and giving
20 you answers all day long at the last hour.

21 MS. CASADONTE-ASPSTOLOU: I should have
22 called the Special Master earlier today.

23 MS. LEPERA: I would show her the record
24 in which I would show her you asked the same
25 questions 90 times --

1 MS. CASADONTE-ASPSTOLOU: And there was a
2 delay, and I've said off the record and on that my
3 hearing impairment makes it even more difficult for
4 me to follow because of the delay and the audio
5 issues, Ms. Lepera, and you interposing your
6 objections --

7 MS. LEPERA: You know what, I just give up
8 with you. I'm just really glad you don't work here.
9 That's all I've got to say. Go ahead, ask the
10 question again.

11 MS. CASADONTE-ASPSTOLOU: There is a
12 delay. I'm going off the record.

13 THE VIDEO OPERATOR: We're going off.
14 Stand by. We're off the record at 5:31 p.m.

15 (Recess taken.)

16 THE VIDEO OPERATOR: We are back on the
17 record at 5:32 p.m. This is the end of media unit
18 No. 5. We are off the record at 5:32 p.m.

19 (Recess taken.)

20 THE VIDEO OPERATOR: We are back on the
21 record at 5:47 p.m. This is the beginning of media
22 unit No. 6.

23 BY MS. CASADONTE-ASPSTOLOU:

24 Q. Mr. Treankler, do you know whether this
25 standardization committee was in a position to, if it

1 know where you're going. But okay, fine. You can
2 answer that question.

3 MS. CASADONTE-ASPSTOLOU: He works for Bay
4 Tek, right? Didn't you say that?

5 MS. LEPERA: You're screaming now. It's
6 really unattractive.

7 MS. CASADONTE-ASPSTOLOU: Well, you scream
8 all the time, Ms. Lepera.

9 MS. LEPERA: No, I don't. I don't
10 speak -- I never scream. Never scream. Never.

11 THE WITNESS: You asked me if I know where
12 Adam Ambrosius works?

13 BY MS. CASADONTE-ASPSTOLOU:

14 Q. Yes.

15 A. For one of my other companies.

16 Q. Do you know the name of the company that Adam
17 Ambrosius works for now?

18 A. MCL Fab.

19 Q. Is MCL Fab a different entity than the MCL you
20 previously identified at the beginning of the
21 deposition?

22 A. It's part -- sorry. It's part of. It's our main --

23 Q. MCL Fab --

24 A. Sorry. Go ahead.

25 Q. I didn't mean to interrupt you.

1 MS. CASADONTE-ASPSTOLOU: He said -- I'm
2 going to retract that question.

3 MS. LEPERA: I'm going to be able to put
4 my objection in so go ahead.

5 MS. CASADONTE-ASPSTOLOU: Did I mishear
6 you because Ms. Lepera keeps speaking over you and--

7 MS. LEPERA: Oh, my God, are you like a
8 human being? I don't understand this. Just --

9 MS. CASADONTE-ASPSTOLOU: Still talking.

10 BY MS. CASADONTE-ASPSTOLOU:

11 Q. Did I misunderstand you?

12 A. I'm not --

13 Q. Did you say that there was a decision made to
14 terminate the license agreement, yes or no?

15 MS. LEPERA: No.

16 THE WITNESS: I said there was not a
17 decision made to terminate the license agreement.

18 MS. CASADONTE-ASPSTOLOU: Then I didn't
19 hear you. Then I didn't hear, Ms. Lepera. It's not
20 funny.

21 MS. LEPERA: Because I'm allowed to put my
22 objection in first. It's not appropriate that you
23 decide you want my witness to answer the question
24 before I get my objection in. You're not allowed to
25 do that. It doesn't work that way. So I would just

1 Q. I'll ask it again so the record is clear.

2 Were you the person that made a decision to
3 terminate the license agreement?

4 MS. LEPERA: No, objection to the form of
5 the question.

6 MS. CASADONTE-ASPSTOLOU: Sorry, sorry.
7 I'll withdraw it.

8 BY MS. CASADONTE-ASPSTOLOU:

9 Q. Were you the person that made the decision --

10 MS. LEPERA: -- are bad faith Christina.
11 You should be ashamed of yourself. You should be
12 ashamed of yourself.

13 MS. CASADONTE-ASPSTOLOU: Ms. Lepera --

14 MS. LEPERA: Not making a decision to
15 terminate the license agreement, he said it 12
16 times. He made a proposal which has a lot of terms
17 in it. What is wrong here?

18 MS. CASADONTE-ASPSTOLOU: I misspoke. I
19 did misspeak.

20 MS. LEPERA: No, you didn't misspeak. No,
21 you didn't misspeak. You've been trying to do this
22 for hours.

23 MS. CASADONTE-ASPSTOLOU: We haven't --

24 MS. LEPERA: Now, act -- every question
25 has to be posed in good faith. Every question.

1 There is a rule.

2 MS. CASADONTE-ASPSTOLOU: Ms. Lepera,
3 please. Stop accusing me of acting in bad faith.

4 MS. LEPERA: You know that last question
5 you asked was wrong.

6 MS. CASADONTE-ASPSTOLOU: I misspoke and I
7 retracted it immediately. Let me continue.

8 BY MS. CASADONTE-ASPSTOLOU:

9 Q. Mr. Treankler, were you the person that made the
10 decision to propose a term sheet to Full Circle
11 terminating the license agreement?

12 MS. LEPERA: Objection to form,
13 mischaracterizes the document, omits, ignores
14 significant facts. You can answer the question.

15 THE WITNESS: I did that in conjunction
16 with Holly and my attorney David Timm.

17 MS. CASADONTE-ASPSTOLOU: Mr. Atfeh, can
18 you please bring up the term sheet and -- the term
19 sheet, please.

20 MR. MOUHANNAD: The letter or the --

21 MS. CASADONTE-ASPSTOLOU: It will be
22 providing the term sheet as an attachment to a
23 letter from David Timm I believe. The term sheet
24 wasn't produced as a stand alone document by Bay
25 Tek.